

PROJECT MANUAL INCLUDING SPECIFICATIONS

FOR

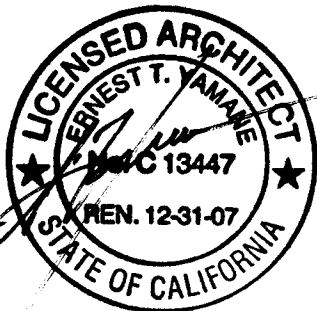
TRAVELERS INFORMATION CENTER

SAN JOSE CITY HALL

200 East Santa Clara Street
San Jose, California 95113

Steinberg Architects Project #06-002

PERMIT SET



Copyright © 2007

ARCHITECT
Steinberg Architects
60 Pierce Avenue
San Jose, California 95110
408/295-5446

PROJECT MANUAL INCLUDING SPECIFICATIONS
FOR

TRAVELERS INFORMATION CENTER

SAN JOSE CITY HALL
200 East Santa Clara Street
San Jose, California 95113

Steinberg Architects Project #06-002

TABLE OF CONTENTS

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS
FURNISHED BY DPW, CITY OF SAN JOSE

01 10 00	Summary of Work
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	Definitions, References and Regulations
01 50 00	Temporary Facilities and Controls
01 50 50	Mobilization
01 60 00	Product Requirements
01 70 00	Execution Requirements
01 73 10	Cutting and Patching
01 77 00	Closeout Procedures
01 78 23	Operations and Maintenance Data
01 78 36	Warranties
01 78 39	Project Record Documents

DIVISION 02 - EXISTING CONDITIONS

02 41 13	Selective Demolition
----------	----------------------

DIVISION 03 - CONCRETE (NOT USED)

DIVISION 04 - MASONRY (NOT USED)

DIVISION 05 - METALS

05 40 00	Cold Formed Metal Framing
05 50 00	Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 40 00 Architectural Woodwork

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 62 00 Sheet Metal Trim

07 84 00 Firestopping

DIVISION 08 - OPENINGS

08 11 00 Hollow Metal Doors and Frames

08 71 00 Door Hardware

08 81 00 Glass and Glazing

08 91 00 Fixed and Operable Louvers

DIVISION 09 - FINISHES

09 29 00 Gypsum Board Systems

09 81 00 Acoustic Insulation

09 90 00 Interior Painting

DIVISION 10 - SPECIALTIES

10 14 19 Signage

DIVISION 11 - EQUIPMENT (NOT USED)**DIVISION 12 - FURNISHINGS**

12 36 40 Stone Countertops

DIVISION 21 - FIRE SUPPRESSION

21 13 13 Wet Pipe Sprinkler System

DIVISION 22 - PLUMBING (NOT USED)**DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (NOT USED))****DIVISION 25 - INTEGRATED AUTOMATION (NOT USED)****DIVISION 26 - ELECTRICAL**

26 00 00 Electrical

DIVISION 27 - COMMUNICATIONS

27 15 00 Communications Horizontal Cabling

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY (NOT USED)

DIVISION 31 - EARTHWORK (NOT USED)

DIVISION 32 - EXTERIOR IMPROVEMENTS (NOT USED)

DIVISION 33 - UTILITIES (NOT USED)

END OF SECTION

SECTION 01 10 00

SUMMARY

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General and Special Provisions of the Contract, including General Conditions and other Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Work covered by the Contract Documents.
- 2. Work phases.
- 3. Work restrictions.

- B. Related Sections include the following:

- 1. Division 1 Section 01500, "Temporary Facilities and Controls" for limitations and procedures governing temporary use of City's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: TRAVELER INFORMATION CENTER, City of San Jose, CA.

- 1. Project Location: City Hall, 200 East Santa Clara Street, Tower Main Lobby, San Jose, CA., 95113

- B. Owner: City of San Jose

- 1. Owner's Representative: Dale Burrious, Associate Architect, Dept. of Public Works, City Facilities Architectural Services, 200 East Santa Clara Street, Sixth Floor, San Jose, CA., 95113, 408/535-8441.

- C. Architect: Steinberg Architects, 60 Pierce Avenue, San Jose, CA., 95110, 408/295-5446.

- D. The Work consists of the following:

- 1. The Work includes:

General construction of approximately 33 square feet of interior improvements, including millwork, framing, electrical, data, and fire protection which constitute the Traveler Information Center kiosk.

1.4 WORK PHASES

- A. The Work shall be conducted in five phases in the following order, with each phase substantially complete before the beginning the next phase.

- 1. Phase One: Demolition
- 2. Phase Two: Framing
- 3. Phase Three: Utility infrastructure including electrical, data, and fire Protection
- 4. Phase Four: Millwork

5. Phase Five: Finishes

- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and –in dates of City's personnel for all phases of the Work.

1.5 WORK RESTRICTIONS

- A. On-site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.
1. Reference: City of San Jose Department of Public Works, Standard Specifications, July 1992, Section 8-1.06A.
 2. Weekend Hours: Interior non-noisy work allowed with 72-hour notice to and written approval from the City of San Jose Department of Public Works Project Manager.
 3. Early Morning Hours: Not allowed.
 4. Evening Hours: Noisy work or work that will generate dust or other hazards shall be completed between the hours of 6:00 PM and 11:00 PM, Monday through Friday.
 5. Hours for Utility Shutdown: Provide written notice to the City 72 hours in advance of required utility shutdown.
 6. Limitations: Ordinance and amendments of Section 20.100.450 of Chapter 20.100 of the San Jose Municipal Code.
 7. Use of radios and other similar devices in the work area is prohibited.
 8. Construction access over the City Hall Plaza and through public entrances at the street level is prohibited.
 9. City Hall Lobby restrooms are available for use by construction staff.
 10. Contractor and subcontractors to use cell phones as required; no owner supplied telephone service.
 11. Owner to provide power service required by construction operations for work of this Contract.
 12. Water is obtainable from City Hall Lobby restrooms.
 13. Conference Room T133, immediately adjacent to the construction site, may be used as a construction staging area.
 14. Owner to provide five parking spaces in the underground parking garage for contractor use.
 15. All construction material deliveries shall be made through the City Hall Loading Dock located on South Sixth Street.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify City not less than three (3) days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without City's written permission.

1.6 OTHER PROVISIONS

- A. Regulatory Requirements: Contractor shall comply with all local and state laws and ordinances.
- B. Reference Standards: Contractor shall comply and incorporate into the work of the City of San Jose, Department of Public Works Standard Specifications, July 1992 edition.
- C. The City of San Jose Department of Public Works City Facilities Architectural Services Division shall provide the awarded General Contractor at no cost a maximum of ten (10) construction sets in 30-inch by 40-inch drawings and 8 ½-inch by 11-inch technical manuals, with the addendums, if any, incorporated into the set and entitled "Issued for Construction Set." Additional sets are at the expense of the General Contractor.

1.7 OWNER FURNISHED, CONTRACTOR INSTALLED PRODUCTS (*as required*)

- A. The Owner shall furnish existing items to be disconnected, relocated and installed by the Contractor. The cost of the disconnection, relocation design, installation and all connections and support for a fully operational installation shall be included in the Contract amount. The Work includes providing support systems to receive Owner's equipment, and mechanical and electrical connections, necessary for a fully operational installation.
 - 1. The Contractor is responsible for disconnect of Owner equipment.
 - 2. The Contractor shall coordinate with the Owner the pick-up, move and delivery of Owner-furnished equipment.
 - 3. The Contractor is responsible for pick-up, moving, unloading, storing and handling of Owner-furnished items at the site.
 - 4. The Contractor is responsible for protecting Owner-furnished equipment from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of Contractor error.
 - 5. Owner furnished products are as follows:
 - a. 2 – 46 inch liquid crystal displays
 - b. 2 – 15 inch liquid crystal display monitors
 - c. 1 – Printer
 - d. 2 – Keyboards
 - e. 2 – EZ access key pads
 - f. 2 – Central processing units [servers]
 - g. 2 – Telephones
 - h. 2 – Central processing unit undercounter mounting devices
 - i. 1 – Four post equipment rack
 - j. 2 – Headphone jacks
 - k. 2 – Programmable Telephone Dialers
 - l. 1 – Network Switch

1.8 OWNER SUPPLIED AND OWNER INSTALLED PRODUCTS

- A. The Owner shall furnish and install new products. The Contractor shall provide design and support systems to receive Owner's equipment, and mechanical and electrical connections, necessary for a fully operational installation.
 - 1. The Contractor is responsible for protecting Owner-furnished equipment from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of Contractor error.

1.9 CONTRACTOR USE OF THE PREMISES

- A. THIS IS A FULLY OPERATIONAL SITE AND SHALL REMAIN SO AT ALL TIMES DURING THE ACTUAL CONSTRUCTION OF THIS PROJECT.
- B. In installing new equipment, work shall be scheduled and coordinated with Owner to allow a maximum of fifty percent of day-to-day operations to be maintained at any one time.
- C. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the Site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow access for the Owner and any agents of the Owner. The public shall be prevented from entering the project site until the Owner occupies the Site.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's representatives, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment.
- D. Use of Existing Buildings: Repair damage caused by construction operations. Take all precautions necessary to protect the buildings during the construction period.

1.10 OCCUPANCY REQUIREMENTS

- A. Partial Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the buildings prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. The Owner's Project Manager shall prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
 2. Obtain a Notice of Completion and Final Acceptance prior to Owner occupancy.
 3. Prior to partial occupancy, mechanical and electrical systems shall be fully operational. Required inspection and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
 4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building(s).

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

PART 1 - MEASUREMENT AND PAYMENT

- 4.1 Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, incorporated into the General Conditions or incidental to the Work of this Contract.

END OF SECTION 01 10 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, general and special provisions of the Contract, including General Conditions and other Division I Specification Sections, apply to this Section.
- B. Related Sections also include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements necessary to handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect or the City will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect or City are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include all overhead and profit per the limits defined in the Section 4 of the City of San Jose Standard Specifications as modified by the Special Provisions.
 - e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner and Architect.

1. Indicate a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include all overhead and profit per the limits defined in the Section 4 of the City of San Jose Standard Specifications (July 1992) as modified by the Special Provisions of this Contract.
 6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 7. Comply with requirements in Division I Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposed Request Form: Use AIA standard form or submit Contractors option for approval by the City.

1.5 DIRECTED CHANGE ORDER

- A. Directed Change Order: When the City and the Contractor disagree on the terms of a Proposal Request, or at any time the City deems it necessary, the City may issue a Directed Change Order(DCO). The Directed Change Order instructs the Contractor to proceed with changes in the Work, establishes the changes to the Contract Sum and/or Contract Time and terms for such changes. The Contractor shall, upon receipt of the DCO, proceed with the requested changes to the Work in accordance with the terms of the DCO.
- B. Notifications: Directed Change Orders approved by the City shall be considered fully executed Change Orders unless the City is notified of the Contractor's intent to dispute prior to the expiration of the 5th Calendar day after the Contractor's receipt.
- C. Disputes: If upon receipt of the approved Directed Change Order the Contractor does not agree to the changes to the Contract Sum and/or Contract Time, the Contractor shall within 5 calendar days, prepare and issue an Initial Notice of Potential Claim on Form NPC-A and in conformance with the procedures detailed in Sections 4 and 9 of the City of San Jose Standard Specifications (July 1992) as modified by the Special Provisions of this Contract.
 1. The Contractors failure to adhere to the requirements and time frames of Section 4 of the Special Provisions shall be deemed a waiver of all claims related to the DCO and acceptance of the DCO as a fully executed Change Order.

1.6 LETTER OF INTENT TO PERFORM EXTRA WORK

- A. Letter of Intent to Perform Extra Work (LEW): When the City and the Contractor agree that additional work is to be performed; the City may issue a Letter of Intent to Perform Extra Work (LEW). The LEW instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The LEW will contain the following:
 1. A complete description of the change(s) in the Work.
 2. A method to be followed to determine change in the Contract Sum and/or Contract Time.
 - a. The City at its sole option shall establish either a Lump Sum or Time and Materials method of Changing the Contract Sum.

3. The Contractor's Signature acknowledging acceptance of the LEW and all of its terms and requirements.

B. Documentation:

1. For LEWs with Lump Sum payments: Contractor shall not cover or otherwise conceal the extra work until the City has inspected it to verify compliance with all of the requirements of the Contract and the terms of the LEW. Contractor shall provide sufficient documentation that the extra work has been performed including but not limited to invoices and progress photographs.
2. For LEWs with Time and Materials payments: Contractor shall not cover or otherwise conceal the extra work until the City has inspected it to verify compliance with all of the requirements of the Contract and the terms of the LEW. Contractor shall also maintain detailed records on a time and material basis of work required by the Construction Change Directive and in conformance with the provisions of Section 9-1.03 "Force Account Payment" of the City of San Jose Standard Specifications (July 1992) as modified by the Special Provisions of this Contract.

- A. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 ALLOWANCES

- A. Allowances Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any claimed in Change Orders related to allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by an independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation. Overhead and profit. Submit claims within ten (5) days of receipt of the Change Order or LEW authorizing work to proceed. Owner will reject claims submitted later than five (5) days after such authorization. Subsequent documentation and timeframe requirements for such claims are further described in the special provisions of this Contract.
 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changes from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.8 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposed Request, Owner will issue a Change Order for signatures of Owner and Contractor. No fabrication or construction shall begin until the Contractor receives a copy of the approved Change Order or Letter of Intent to Perform Extra Work (LEW).

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, incorporated into the General Conditions or incidental to the Work of this Contract.

END OF SECTION 01 26 00

MATERIAL / PRODUCT SUBSTITUTION FORM

Project: _____ Date _____

A. We hereby submit for your consideration the following product instead of the specified item:

1. Section _____ Subarticle _____
2. Specified Item _____
3. Proposed Substitution (Mfg., Type, Model, etc.) _____

B. Complete all of the following:

1. Does this substitution offer the Owner a cost credit (including costs for changes by other trades)? _____ How much? _____
2. Does this substitution offer earlier delivery or less construction time? _____
How much and why? _____
3. How does this substitution affect any dimensions, layout, or details of other trades as shown on the drawings? _____

4. What are the specific differences between this substitution and the specified item? _____

C. Attach the following items as applicable:

Check if applicable

1. Manufacturer's technical data _____
2. Laboratory test or performance results _____
3. Drawings & wiring diagrams of the proposed product _____
4. Drawings & description of changes required by other trades _____
5. Samples _____
6. Manufacturer's guarantee & maintenance instructions _____
7. Documentation of code compliance for all specified uses _____

D. The undersigned agrees to pay for all additional review, design, testing, changes in the contract documents, and construction as a result of the acceptance of this substitution, at no cost to the Owner.

E. Submitted by (Firm) _____

Signature _____ Date _____

F. Accepted _____ Rejected _____ Revise and Resubmit _____ See Attached _____

By Owner: _____ Date _____

By Architect _____ Date _____

SECTION 01 29 00

PAYMENT PROCEDURES

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General and Special Provisions of the Contract, including General Conditions and other Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITION

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittal Schedule.
 - c. Contractor's Construction Schedule in hard copy and electronic format.
 - 2. Submit the Schedule of Values to City's earliest possible date but no later than ten days after issuance of Notice To Proceed.
 - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.

- d. Contractor's name and address.
 - e. Date of Submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of Manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - h. Previous payment dollar amount.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line item value of allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 9. Each item in the Schedule of Values and Applications for payment shall be shown as the exact amount to be paid to each subcontractor.
 - a. General Contractor's overhead and profit to be shown on a separate line proportionate to each month billings.
 - b. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications of Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. When Change Orders result in a change in the Contract Sum, include each Change Order as a new line item.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by the City.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to the City by the 15th day of the month. The period covered by each Application for Payment is on the last day of the month.
- C. Payment Application Forms: Use AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims."
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The City will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of approved Change Orders, Directed Change Orders and Letters of Intent for Extra Work issued before the last day of construction period covered by application.
 3. Pay applications shall include Schedule of values and Schedule shall include previous payment dollar amount and percentage of work completed.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to the City by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments as required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
 2. Progress Payments shall include updated Project Schedule.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount required in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. City reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to the City.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application of Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Progress Schedule (preliminary, if not final) in hard copy and electronic file.
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary, if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

10. Initial progress report.
 11. Report (minutes) of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
 15. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes in the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issues previously for the City occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including but not limited to the following:
1. Evidence of completion of Project closeout requirements.
 - a. Refer to Section 01 77 00 "Closeout requirements" for closeout requirements.
 - b. Refer to Section 01 78 00 "Project Record Documents" for record document requirements.
 2. Evidence of completion of all Project Punchlist items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes in the Contract Sum.
 5. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 6. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 7. AIA Document G707, "Consent of Surety to Final Payment."
 8. Evidence that claims have been settled.
 9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when owner took possession of and assumed responsibility for corresponding elements of the Work.
 10. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, incorporated into the General Conditions or incidental to the Work of this Contract.

END OF SECTION 01 29 00

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, General and Special Provisions of the Contract, including General Conditions and other Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

- 1. Coordination Drawings.
- 2. Administrative and supervisory personnel.
- 3. Project meetings.
- 4. Requests for Information (RFI's)

- B. Related Sections include the following:

- 1. Division I Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
- 2. Division 1 Section "Field Engineering and Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
- 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COMPUTER SOFTWARE

- A. The following computer programs shall be used by the Contractor for the corresponding listed Contract items:

- 1. Construction Schedule: Primavera Project Planner 3.0 or Microsoft Project [latest version].
- 2. Drawings: AutoCAD 2006 or 2007.
- 3. Contract Correspondence and Reporting: Microsoft Outlook and Office Version 2000
- 4. Web-based software system for Labor Compliance Management (LCM) if directed by the CITY.

1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Staff the Project with a management team qualified and experienced in construction of public work type projects of this value and construction. The key team members for the positions defined herein below shall comprise Contractor's Project Management team. Each key member shall be of distinct person or entity designated to be responsible for performing only those duties specified.

- 1. Submission: Identify and submit the key personnel assigned to the Project, to the City five (5) working days prior to the bid award. Include detailed related experience, references, proposed title and position for each team member, and the Contractor's Organization Chart for City approval. The City, acting through the Construction Manager, reserves the right to approve the Contractor's proposed personnel and anyone not so approved shall be immediately replaced by someone acceptable to the City. If, in the course of construction, the City feels that it would be in City's best interest to request a change in the Contractor's

personnel, City may do so; and the Contractor shall immediately assign an acceptable replacement at no additional cost.

2. Minimum Key Team Composition and Qualifications:

- a. Project Manager: One, part-time, with a minimum of five years of building construction experience with three projects over \$1 million. The designated Project Manager shall have an office within a 50-mile radius of the project site and be available within 24 hours after receiving a request from the Construction Manager or City.
- b. Superintendent: One, part-time, on-site continuously, with a minimum five years of experience in supervising building construction projects with three projects over \$1 million. The designated site superintendent shall be empowered to receive and accept notices given to the General Contractor by the City or Construction Manager, be allowed to make commitments on behalf of the General Contractor with a signing authority of up to \$100,000.
- c. Project Engineer: One, part-time, on until all submittals are made pursuant to the Contract Document requirements whichever occurs later. Project Engineer will also be available to manage, coordinate, and process all closeout documentation requirements pursuant to Contract Document requirements. Project Engineer shall have a minimum three years of building construction experience.

One person may assume the three team titles shown above for this project.

3. Changes in Project Management Team: If during the course of Project the Contractor finds it necessary to replace a member of the Project management team, the name, qualifications, and experience of the proposed replacement will be submitted to the City for approval.

B. Contractor's team shall be capable of performing the following duties, including but not limited to:

1. Maintain the schedule and final completion deadlines, and resolve construction related issues. Clarify construction-related problems and identify unknown conditions, and process Requests for Information (RFI) efficiently with the City. Identify items of additional scope; prepare proposals for additional cost and time, and process Contract Modifications with the City in a timely manner.
2. Ensure that all work fully complies with CAL-OSHA regulations and submit to City a detailed project specific safety program approved by CAL-OSHA.
3. Participate in project meetings with the City to review progress of the construction and identify and resolve construction-related issues.
4. Coordinate permitting, approvals, and construction activities to ensure timely completion of the Project.
5. Maintain CPM schedule.
6. Use all related office equipment, software and hardware necessary to submit to the City and Architect all electronic correspondence, documents and attachments via e-mail.
7. Coordinate construction activities of suppliers and subcontractors with that of the Contractor to ensure timely deliveries and installation.
8. Coordinate the construction activities of subcontractors to ensure available manpower and adequate labor to maintain Project on schedule.
9. Coordinate necessary inspections with the City, approved Testing Laboratory, and other agencies as required for the progress of the Work.
10. Provide for the installation, operation and maintenance of temporary utilities, including environment protection and climate control as required during construction.
11. Prior to submittal of Shop Drawings, product data, samples, and other submittals, as specified in Section 01 33 00, review for compliance with the Contract Documents and coordination with other work.
12. Coordination drawings, as specified in this Section.

13. Verify that subcontractors maintain accurate and up to date record of changes to the Contract Documents, including RFIs and Contract Modifications.
14. Ensure that Work complies with requirements of the Contract Documents. Maintain list of observed deficiencies and discrepancies. Assure timely corrective action and resolution.
15. Assemble Record Drawing Documents from subcontractors and ensure that completed Record Documents are submitted to the City in accordance with Section 01 77 00 and other requirements of the Contract Documents.

1.5 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Preparation and processing of RFI's.
 6. Progress meetings.
 7. Preinstallation conferences.
 8. Project closeout activities.
 9. Startup and adjustment of systems.
 10. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as City's property.
- E. Other Provisions:

1. Contractor shall coordinate with Project Inspector and shall maintain safe access to all areas of project at all times for inspection.
2. Contractor shall follow direction from Inspector/City and they have authority to stop construction work.
3. Contractor shall comply with CAL/OSHA standards.
4. The Inspector/City has the authority to stop work/or direct the Contractor to change, install, or otherwise alter his work to protect the public.

1.6 SUBMITTALS (Not Used)

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify City and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including City and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: The City will schedule, and the Contractor shall attend, a preconstruction conference before starting construction, at a time convenient to City and Architect, but no later than ten (10) calendar days after execution of the Contract. The City will hold the conference at City Hall and will notify the Contractor of the room location and time. The City will conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of City, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: The Contractor will be prepared to discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule and 4-week rolling schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for Requests for Information (RFI's).
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Procedures for compliance with Prevailing Wage requirement.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of Record Documents.
 - m. Work Restrictions.
 - n. City's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. Progress cleaning.

- u. Work hours.
- v. Security
- w. Safety plan.
- x. Site access.

3. Minutes: Record and distribute meeting minutes.

1.8 REQUESTS FOR INFORMATION (RFI's)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI to the Architect and City simultaneously and in the form and manner specified.
1. RFI's shall originate with the Contractor. RFI's submitted by entities other than Contractor will be returned with no response.
 2. For the purposes of this section the words "Architect" and "City" shall be considered interchangeable.
 3. Responses to RFI's by the Architect will not change any requirement of the Contract Documents or alter the Contract Time or Sum.
 4. Coordinate and submit RFI's in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 - a. *For interpretation of the Contract Documents or observable existing site or building conditions:*
 - i. The Contractor shall submit RFI's a minimum of 20 calendar days in advance of the commencement of activities on the Construction Schedule related to the contents of the RFI.
 - b. *For latent and unforeseen existing site or building conditions:*
 - i. The Contractor shall immediately contact the City to verbally notify the City of the conditions and/or conflicts found and
 - ii. The Contractor shall submit the written RFI to the City and Architect within 24 hours of discovery.
 5. The Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the RFI provided the Architect responds in the timeline established in this section.
 6. For latent and unforeseen existing site or building conditions, the Contractor shall only be granted time extensions once the Contractor has complied with the requirements of Section 01 32 00 and, using the Construction Schedule as required therein, demonstrated that the impact cannot be mitigated.
- B. Content of RFI: Include a detailed, legible description of item needing interpretation or clarification, and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor(s) foresees an impact to the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 - a. When the Contractor submits and RFI via e-mail, or other electronic construction management system, the Contractor and the City agree that the automated timestamp and routing logs of such systems shall constitute a legal signature for the purposed of this

section.

11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other supplementary information necessary to fully describe items needing interpretation.
 12. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C Format of RFI's: Request For Interpretation Form: Contractor shall use form furnished by the City.
- D Architect's Action: Architect will review each RFI, determine action required, and return it. Allow 14 calendar days for Architect's response for each RFI. RFI's received after 1:00 p.m. will be considered as received the following day.
1. The following RFI's will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFI's or RFI's with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. The Architect's action may include Drawing/Plan or Specification Clarifications. These shall be defined as an answer from the Architect in response to an RFI from the Contractor intended to make some requirement(s) of the Contract Documents more clearly understood. Drawing/Plan or Specification clarifications may be sketches, drawings, or in narrative form and will not change any requirements of the Contract Documents.
 4. Architect's action on RFI's will state whether the RFI response requires a change to the Contract Documents and if a change to the Contract Time or Sum is required or not.
 - a. If the Architect indicates on the RFI response, that a change to the Contract Time or Sum may be required, or the Contractor shall submit a Proposal Request according to Section 01 25 00 "Contract Modification Procedures" within ten (10) days of receipt of the RFI response.
 - b. If the Architect indicates on the RFI response, that **no changes** to the Contract Time or Sum are required as a result of the RFI response, then the Contractor shall have five (5) calendar days to notify the City and Architect of the Contractor's disagreement in writing via an Initial Notice of Potential Claim on Form NPC-A furnished by the City.
 - i. Contractor shall submit Form NPC-A and subsequent related forms in full compliance with the Special Provisions Section 9-1.04 of this Contract.
 - ii. Failure to submit the above forms in the specified manner shall waive the Contractor's right to seek additional Contract Time or an increase to the Contract Sum for items pertaining to the RFI.
- E On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties.
- F RFI Log: Prepare, maintain, and submit a tabular log of RFI's organized by the RFI number. Submit log biweekly. Include the following:
1. Project name.
 2. Name and address of Contractor.

3. Name and address of Owner.
4. Name and address of Architect.
5. RFI number including RFI's that were dropped and not submitted.
6. RFI description.
7. Date the RFI was submitted.
8. Date Architect's response was received.
9. Identification of related Architect's Supplemental Instruction (ASI), Letter of Intent for Extra Work (LEW), and Proposal Request (PR), as appropriate.

PART 2 – PRODUCTS
(Not Used)

PART 3 – EXECUTION
(Not Used)

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, incorporated into the General Conditions or incidental to the Work of this Contract.

END OF SECTION 01 31 00

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings, General and Special Provisions of the Contract, including General Conditions and other Division I Specification Sections, apply to this Section.
- B. Related sections include but are not limited to the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work.

1.3 DESCRIPTION

- A. Develop a Project Construction Schedule demonstrating fulfillment of the Contract requirements, keep the schedule up to date in accordance with the requirements of the General Conditions, Article 4 and this Section and utilize the plan for scheduling, coordinating, monitoring, and managing work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). Conventional Critical Path Method (CPM) technique utilizing the Precedence Diagram Method (PDM) and time scaled logic formats must be utilized.
- B. DEFINITIONS
 - 1. Initial Construction Schedule – Construction Network Diagram detailing the first ninety (90) calendar days of the Project and displaying the remainder of the Project in summary.
 - 2. Construction Schedule – Computer generated graphical representation of the CPM Construction Schedule that indicates the relationship that exists between the different activities utilizing Precedence Diagram Method (PDM), drawn to time scale. Relationships between activities are displayed with the use of restraints.
 - 3. Activity – A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 4. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 5. Predecessor activity is an activity that must be completed before a given activity can be started.
 - 6. CPM: Critical path method, which a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
 - 7. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
 - 8. Event: The starting or ending point of an activity.

9. Float: The measure of leeway in starting and completing an activity. Float is a resource that belongs to the Project. Contractor shall provide the City with written notice of Contractor's intent to use Float.
10. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
11. Major Area: A story of construction, a separate building, or a similar significant construction element.
12. Milestone: A key or critical point in time for reference or measurement.
13. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
14. Progress Schedule: For the purposes of this Contract, "Progress Schedule" and "Construction Schedule" are synonymous.

1.4 CONTRACTOR'S REPRESENTATIVE

- A. Contractor shall designate an authorized representative who will be responsible for the preparation of the Project Construction Schedule, review and report progress of the project to the City. The Contractor's representative shall have complete authority to act on behalf of the Contractor in fulfilling the requirements of this specification and such authority will not be interrupted throughout the duration of the Project.

1.5 INITIAL CONSTRUCTION SCHEDULE SUBMITTAL

- A. Within thirty (10) calendar days after the effective date of the Notice to Proceed, the Contractor shall submit to the City for review four (4) xerographic copies of the time scaled Initial Construction Schedule covering all operations of the first ninety (90) calendar days of the Project and a rough schedule of the balance of the project. The Initial Construction Schedule shall be plotted on "D" size media (24"x36") and shall be accompanied by a compact optical (CD-ROM) disk(s) (or submittal of information via e-mail), and **two (2)** copies of computer generated tabular report of the Initial Construction Schedule shall include a minimum:
 1. Procurement – Submittals, review and approval, fabrication and delivery of all items necessary to accomplish the work depicted in the Initial Construction Schedule as well as long lead items.
 2. Detailed activities required to execute the work within the first ninety (90) calendar days of the Project.
 3. Each detailed work activity shall not exceed thirty (14) calendar days in duration unless otherwise approved by the City.
 4. The calendar structure(s) to be used for the schedule.
 5. The activity coding structure and dictionaries to be used for the schedule.
 6. Display remainder of the Project in summary.
- B. Within ten (10) calendar days of receipt of the Initial Construction Schedule, the City will review and/or provide the Contractor with its comments of the submittal. If revisions should be required, the Contractor shall submit the revised Initial Construction Schedule within (10) calendar days of receipt of the City's comments for final review.

1.6 CONSTRUCTION SCHEDULE

- A. Within **sixty (30)** calendar days after the effective date of the Notice to Proceed submit for the City's review **two (2)** copies of the complete Construction Schedule on "D" sized media, including an electronic copy on a required compact optical (CD-ROM) disk(s) [Submittal via e-mail is acceptable]. The submittal shall also include **two (2)** copies of the tabular schedule report showing the Project duration; Completion dates; all restraints; and other pertinent data.

Each activity on the computer produced schedule report shall contain, at a minimum, activity numbers, activity duration, trade, building level, area and responsibility codes, activity description, early start, early finish date, late start date, late finish date, and total float. Submit three (3) separate tabular reports sorted by (1) overall early start and total float, (2) area or building and early start, and (3) responsibility and early start.

1. Except for activities for submittal review and material fabrication and delivery, activity duration shall not be less than one (1) nor more than thirty (14) days.
- B. The complete working Construction Schedule shall reflect the Contractor's approach to scheduling the complete project, taking into account the accuracy of the logic and the experience gained from the Initial Construction Schedule. This diagram in its original form will contain no Contract changes or delays, which may have been incurred during the Initial Construction Schedule review period. These changes/delays shall be entered into the first update after the Construction Schedule has been submitted and reviewed. The Contractor should provide a request/time extension analysis for Contract time as a result of these Contract changes/delays after this update and in accordance with the General Conditions.
- C. Within thirty (10) calendar days after receipt of the Construction Schedule, the City will either accept such submittal or request a meeting with Contractor at the jobsite to review the City's comments. Within fifteen (10) calendar days after a joint review, the Contractor shall revise and resubmit six (6) copies of the schedule, six (6) copies of the revised tabular schedule reports and an electronic copy on a compact optical (CD-ROM) disk(s) [submittal via e-mail is acceptable] to the City, and, if found to be as previously agreed upon, the Construction Schedule will be accepted by the City.
- D. The reviewed and approved Construction Schedule and the computer-produced schedule(s) there from shall constitute the Project Construction Schedule until subsequently revised in accordance with requirements of this Section.
- E. The City is not required to accept an earlier (advanced) schedule.
- F. The Construction Schedule will be the basis for evaluating job progress, planning future activities and analyzing time extension requests. Responsibility for developing the schedule and monitoring actual progress as compared to the Contract completion dates rests with the Contractor. Maximum input planning shall be provided by the Contractor's Project Manager and supervisory personnel. The Contractor warrants that the Schedule is the Contractor's committed plan to complete the Work within the Contract time and the Contractor assumes full responsibility for the execution of the Work as indicated. If the schedule shows an early completion date, City's acceptance of the schedule shall not constitute any revisions of the available Contract Time, remaining contract time shall be considered Project Float.

1.7 RAIN DELAYS

- A. Allow as part of the Construction Schedule the number of rain days when work at the Project site cannot be performed due to rain as identified in the special provisions section, beginning of work and time of completion subsection.
- B. No excusable rain delays will be allowed except for the number of days exceeding the number of days as identified in the special provisions section.
- C. Each time work cannot be performed due to rain, submit a letter the City detailing the specific activities that cannot be performed, whether these activities are on the critical path, and the impact the delay in performing these activities will have on the overall Construction Schedule. The City will return a letter to the Contractor acknowledging agreement or disagreement.
- D. Notwithstanding the requirement for the Contractor to allow a certain number of rain days, no claim for weather related delays will be considered until and unless Contractor has taken all reasonable steps to mitigate the schedule impacts due to weather. Such mitigating measures

include, but are not limited to installation of temporary protection, water diversion trenches and collecting ponds, application of visqueen tarpaulin ground covers, soil stabilization or conditioning with fabric, gravel, or lime treatment and the installation of temporary enclosures. Contractor shall employ one or more of said methods or may employ his own proactive methods as appropriate to the particular conditions.

1.8 CHANGES TO CONSTRUCTION SCHEDULE

- A. Whenever any of the following reasons impact the schedule, the Contractor shall submit a revised Construction Schedule and a tabular list of any activity changes within fifteen (15) calendar days of such schedule impact:
 - 1. Delay in completion of any activity or group of activities, indicate an extension of the Project completion. Such delays, which may be involved with Contract changes, strikes, unusual weather, and other delays, will not relieve the Contractor from the requirements specified in the Contract Documents, unless the conditions are shown on the project schedule as the direct cause for delaying the Project beyond the completion date.
 - 2. Delays in submittals, or deliveries, or work stoppage, which are, encountered which make planning or rescheduling of the work necessary.
 - 3. The schedule does not represent the actual prosecution and progress of the Project.

1.9 UPDATING THE CONSTRUCTION SCHEDULE

- A. The Contractor will update the Construction Schedule each month, reflecting actual or anticipated progress as of the 15th day of the month or as otherwise agreed to by the City and shall submit the same to the City concurrent with Contractor's monthly Payment Request. The monthly update will be made as follows:
 - 1. The schedule update shall consist of updated (revised and/or status) Construction Schedule computer reports as further described within this Section. The Construction Schedule reports shall report progress, based upon percent complete of actual time and remaining duration.
 - 2. The schedule update shall reflect an up-to-date status of the Contract work as completed, and materials furnished and in permanent place that qualify for payment.
 - 3. The schedule update shall include all approved change orders and time extensions for the progress month.
 - 4. The updated Construction Schedule shall include all delays for the progress month. Any delay incorporated into the updated schedule which the Contractor has not given proper notice to the City per the General Conditions shall be deemed to be the Contractor's responsibility and will be treated and evaluated as such by the City.
- B. Within fourteen (14) calendar days from the City's receipt, the City will review the Construction Schedule and will return the same to the Contractor with comments.
- C. The Contractor shall then revise and resubmit (if required) the updated Construction Schedule to the City for review. The Construction Schedule, including approved time extensions, then becomes the new Project Construction Schedule.
- D. At each weekly progress meeting, the Contractor shall provide short interval schedule reports, which include a "four week look ahead" or predicted status report, covering the work within the next four (4) week period, with activities sorted by early start. The schedule report shall include a listing of the activities begun, completed, and in progress in the past week and the activities scheduled to begin, be completed or be in progress for the succeeding four (4) week period.

- E. Subject to all other requirements of the Contract Documents, nothing in these requirements will be deemed to be an usurpation of the Contractor's authority and responsibility to plan and schedule the work as the Contractor sees fit.

1.10 PROGRESS PHOTOGRAPHS

- A. On the date work begins, and once each month thereafter and until the building is completed and on or about the date of Final Completion, provide one set of progress photographs and submit them to the City on a monthly basis.
- B. One set consists of twenty 4x6 size photographs, each made from a viewpoint designated by the City, plus three prints of each photograph. The Contractor shall pay for cost of progress photographs and prints.
- C. Each print will be color, on glossy paper, unmounted, suitably identified and dated on the face. Photos must be clear, sharp and show details. Submit one copy of the prints organized in a three-ring binder with photo sleeves. The other two copies may accompany the three-ring binder in an envelope. At City's request and Contractor's cost, employ an experienced professional photographer for this work, if the City considers submittals unacceptable.

1.11 ADDITIONAL PROVISIONS

- A. Progress schedule: Time is of the essence of this Contract, including the time of beginning, the rate of progress, and the time of completion of the work. The work shall be prosecuted at such time, in such manner, and on such part or parts of the Project as may be required to complete the Project as contemplated in the Contract documents and the Contractor's construction schedule.
- B. The Contractor may submit an Initial Construction Schedule which shows the work completed in less time than the specified contract time. However, the acceptance of such a schedule will not change the contract time. The contract time shall control in any determination of liquidated damages or extension of the contract time. Float, slack time, or contingency within the schedule (i.e., the difference in time between the Project's early completion date and the required Contract Final completion date), and total float within the overall schedule, is not for the exclusive use of either the City or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet the contract completion date.
- C. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that City caused delays on the project may be offset by City caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension of delay damages until all City caused time savings are exceeded and the contract completion date is also exceeded.
- D. Comments made by the City on the Contractor's Initial Construction Schedule during review will not relieve the Contractor from compliance with the requirements of the contract documents. The review is only for general conformance with the scheduling requirements of the contract documents. Upon the City's request, the Contractor shall participate in the review of the Contractor's Initial Construction Schedule submissions (including original submittal, all update submittals, and any resubmittals). The City may request the participation of subcontractors in these reviews, as determined necessary by the City. All revisions to the Contractor's Schedule shall be resubmitted within fifteen (15) calendar days after the City's review.

- E. The submittal of a fully revised and acceptable Contractor's complete Construction Schedule shall be a condition precedent to the procession of the third monthly payment application, unless the City grants a time extension due to unusual circumstances.
- F. An updated construction schedule shall be submitted to the City five (5) days prior to the submittal of the Contractor's monthly payment request. The submittal of the updated construction schedule which satisfies the requirements of this Article, accurately reflects the status of the work, and incorporates all changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. Updated schedules shall also be submitted at such other times as the City may direct.
- G. If the contractor's work on the critical path is fourteen (14) days or more behind on the updated construction schedule and will impact the end date of the work past the contract completion date (create negative float), the Contractor shall submit in writing, a plan acceptable to the City for completing the work on or before the current contract completion date. The plan shall take some or all of the following actions:
 - 1. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
 - 2. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.
 - 3. Reschedule work items to achieve concurrent accomplishment of work activities.
- H. Under no circumstances will adding equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion date be justification for a compensable acceleration, unless prior written approval is received by the City.
- I. No time extensions shall be granted nor delay damages paid unless the delay can be clearly demonstrated by the Contractor on the updated construction schedule current as of the month the change is issued of the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other means.
- J. As a condition precedent to the release of retained funds, the Contractor shall, after completion of the work has been achieved, submit a final Contractor's construction schedule which accurately reflects the manner in which the project was constructed and includes the actual start and completion dates for all work activities on the construction schedule.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, incorporated into the General Conditions or incidental to the Work of this Contract.

END OF SECTION 01 32 00

SECTION 01 33 00

SUBMITTAL REQUIREMENTS

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A Drawings, General and Special Provisions of the Contract, including General and Conditions other Division I Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division I Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division I Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction schedule and the Submittals Schedule.
 - 4. Division I Section "Quality Requirements" for submitting testing and inspection reports.
 - 5. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 6. Division 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and City reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Submittals Schedule: Comply with requirements in Division 1 Section “Construction Progress Documentation” for list of submittals and time requirements of scheduled performance of related construction activities.
- D. Submittal Routing: Send submittals directly to Architect and send one separate copy to the City. Architect will return reviewed submittals directly to the City for distribution by the Contractor to subcontractors.
- E. Submittal Routing Directly to Architect’s Consultants: With Architect’s approval or where allowed by the Construction Documents, submittals may be sent directly to Architect’s consultants to expedite review. Send separate copies, including transmittal forms, to the Architect and the City. Submittal will be returned to the Contractor by the City as described in the previous paragraph.
- F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect’s consultants, City, or other parties is indicated, allow 10 days for initial review of each submittal.
- G. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 x 8 inches on label or beside title block to record Contractor’s review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix another decimal point (e.g., 06100.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail reference, as appropriate.
- H. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- I. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one (1) copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- J. Transmittal: Package each submittal individually and appropriately for transmittals and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use AIA Document C810 or CSI Form 12.1A.
 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, request for data, revisions other than those requested by Architect on previous submittal, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "No Exception Taken."
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals with mark indicating "No Exception Taken" by Architect.

1.5 CONTRACTOR'S USE OF ARCHITECT'S ELECTRONIC DRAWING FILES

- A. General: At Contractor's written request, copies of Architect's electronic drawing files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. Contractor to sign a Transfer Agreement for receipt of CAD/Electronic files with the Architect which includes but is not limited to:
 - a. Indemnification clause arising out of Contractor's use, modification, reuse and transfer of Data.
 - b. Permission for Contractor to transfer Data to others for the purposes solely related to this Project only if others are bound by the original Transfer Agreement.

PART 2 – PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Number of Copies: Submit seven (7) copies of each submittal, or translucent reproducible original and three (3) copies, unless otherwise indicated. Architect will return three (3) copies or reproducible original and two copies. Mark up and retain one returned copy as a Project Record Document.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Standard product operation and maintenance manuals.
 - i. Compliance with specified referenced standards.
 - j. Testing by recognized testing agency.
 - k. Application of testing agency labels and seals.
 - l. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit seven (7) copies of Product Data, unless otherwise indicated. Architect will return three (3) copies. Mark up and retain one returned copy as a Project Record document. Submit one copy directly to City.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable.
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagram: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8 ½ by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit seven (7) opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit eight (8) copies where copies are required for operation and maintenance manuals. Architect will retain four (4) copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing. Submit one (1) copy directly to City.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of there characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparison throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit five (5) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same materials to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit five (5) sets of Samples. Architect will retain two (2) sets; remainder will be returned. Mark up and retain one (1) returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.
- E. Submittals Schedule: Comply with requirements specified in Division I Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division I Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division I Section "Payment Procedures."

- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit four (4) copies of subcontractor list, unless otherwise indicated. Architect will return two (2) copies. Submit one copy to City.
- a. Mark up and retain one (1) returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit seven (7) copies of each submittal, unless otherwise indicated. Architect will not return copies. Submit one (1) copy to City.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division I Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division I Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division I Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and Citys, and other information specified.
- E. Welding Certificates: Prepare written certifications that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division I Section "Quality Requirements."
- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product installed in its final location, for compliance with requirements in Contract Documents.
- N. Design Data: Prepare written and graphic information, including but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any used for calculations. Include page numbers.
- O. Materials Safety Data Sheets (MSDS): Submit information directly to City; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDS and will return the entire submittal for resubmittal.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Section 01 77 00.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage. Provide insurance-related information required for administration of City Controlled Insurance Program.

2.3 CONSTRUCTION SIGN

- A. Shop Drawings: Submit proof of graphics for construction sign for approval by City and Architect.
- B. Submit three (3) copies to Architect and one (1) copy to City within 15 calendar days after Notice to Proceed.

PART 3 – EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 CITY'S AND ARCHITECT'S / ACTION

- A. General: Approval of Contractor's submittals does not constitute a complete check, but indicates only that the design, general method of construction and detailing is satisfactory. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Architect in writing of such deviation in accordance with the General Conditions and written approval has been received for the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Contractor's forwarding or the Architect's approval thereof. Architect shall not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. No Exception Taken.
 2. Make Correction Noted.
 3. Rejected.
 4. Revise and Resubmit.
 5. Submit Specified Item.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.

- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

PART 4 – MEASUREMENT AND PAYMENT

- 4.1 Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, incorporated into the General Conditions or incidental to the Work of this Contract.

END OF SECTION 01 33 00